

JPA #90-79

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

KR 90-2455

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF YAVAPAI, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY,

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway

NO. 15262	
FILED WITH SECRETARY OF STATE	
Date Filed	10/23/90
By	John S. Shumway Secretary of State

System in Yavapai County. This work shall consist of the installation of new traffic signals at the following location:

US 89 at Willow Creek Road

MP 320.02 - Yavapai County

Project #SX 003 01C F025-2-512 89 YV 320

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials and construct the traffic signals on US 89 at Willow Creek Road, MP 320.02 in Yavapai County.

2. The COUNTY, upon completion of the work shall reimburse the State for 25% of the final construction and engineering costs on US 89 at Willow Creek Road, MP 320.02, not to exceed \$20,000 for its share of the cost of the work.

3. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

5. The provisions of A.R.S. §35-214 are applicable to this Agreement.

6. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

7. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

8. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

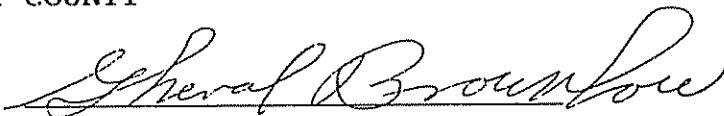
Const JPA #90-79

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
State Traffic Engineer

DATE: August 27, 1990

YAVAPAI COUNTY

BY: 

TITLE: Chairman, Board of Supervisors

DATE: 8-6-90

ATTEST:


Clerk of the Board of Supervisors

EXHIBIT "B"

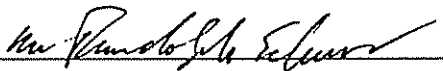
APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and YAVAPAI COUNTY and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 1st day of August, 1990.

YAVAPAI COUNTY

BY:



County Attorney

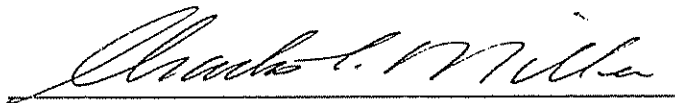
CONSTRUCTION - TRAFFIC SIGNALS

US 89 at Willow Creek Road - MP 320.02
Yavapai County

Project 89 YV 320 SX 003 01C F025-2-512

RESOLUTION

BE IT RESOLVED on this 8th day of June, 1990, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with YAVAPAI COUNTY for the installation of traffic signals and/or highway lighting justified by a signal warrant study. Yavapai County shall reimburse the STATE for 25% of the final construction and engineering costs not to exceed \$20,000 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



CHARLES L. MILLER, Director
ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"

CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS

YAVAPAI COUNTY)
) ss:
ARIZONA)

Ann-Lawrie Aisa, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS Section 11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS Section 11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44 (g), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

DATE of meeting of which the minutes are a record: August 6, 1990.

The entry in the said minutes:

The Board voted unanimously, upon a motion by Supervisor Feldmeier, seconded by Supervisor Camp, to approve a revised construction intergovernmental agreement with the Arizona Department of Transportation for the traffic signal at Willow Creek Road and U.S. Highway 89. County Engineer Jerry Mumford explained to the Board that this new agreement was required because under the original agreement approved on June 25, 1990, the installation of the signal light was to be done by an outside contractor, but that ADOT had decided to do the work itself.

Ann-Lawrie Aisa
Ann-Lawrie Aisa, Clerk

SUBSCRIBED AND SWORN to before me August 13 1990.

MY COMMISSION EXPIRES:

My Commission Expires Sept. 22, 1992

Shirley J. Staddon
Notary Public



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-2455, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19 day of September, 1990

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, appearing to read "Joe Acosta", is written over a horizontal line.

Assistant Attorney General
Transportation Division